

**PSCW OCTOBER 13, 2004 ORDER AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This PSCW October 13, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin")¹ and CenturyTel Solutions, LLC ("CLEC").

WHEREAS, SBC Wisconsin and CLEC are parties to an interconnection agreement that was previously submitted to the Public Service Commission of Wisconsin ("PSCW" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement");

WHEREAS, the PSCW issued an order ("Order") in Docket 6720-TI-187, effective October 13, 2004, establishing new rates for unbundled network element ("UNE") loops that are included in the Agreement;

WHEREAS, provisions of the Agreement provide for the incorporation into the Agreement of new rates such as those established by the Order; and

WHEREAS, Attachment A of this Amendment reflects the FCC's *Order and Notice of Proposed Rulemaking*, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

- 2.1 The Agreement is hereby amended by referencing and incorporating the following:
 - 2.1.1 Solely to conform the Agreement to effectuate certain rate changes established by the Commission in the Order, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).
 - 2.1.2 The new rates in Attachment A shall begin to apply on October 13, 2004. That is, the new rates shall be applied retroactively from the Amendment Effective Date (as defined in Section 3 of this Amendment) back to October 13, 2004 (with SBC Wisconsin performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate) as well as from the Amendment Effective Date going forward.²

¹ Wisconsin Bell, Inc., a Wisconsin corporation, offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Wisconsin Bell, Inc. is an indirect wholly owned subsidiary of SBC Communications Inc.

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement, including the Revised Amendment, if any), in the event that any other telecommunications carrier ("Adopting CLEC") should adopt, directly or indirectly, this Amendment or provisions thereof ("MFN Provisions") pursuant to Section 252(i) of the Act, the rates and rate structures in Attachment A shall begin to apply prospectively from the date that the MFN Provisions become effective between SBC Wisconsin and the Adopting CLEC, following the date the PSCW approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting CLEC be entitled to the application of any rate or rate structures under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

- 2.2 This Amendment is provided as a means by which SBC Wisconsin and CLEC, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the PSCW's Order. Nothing in this Amendment expands, contracts, or otherwise affects either SBC Wisconsin's or CLEC's rights or obligations under the Agreement beyond the express provisions of this Amendment.
- 2.3 To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) and listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Wisconsin to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's *Order and Notice of Proposed Rulemaking*, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004)

3. AMENDMENT EFFECTIVE DATE

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the PSCW under Section 252(e) of the Act or, absent such PSCW approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 of this Amendment.

4. TERM OF AMENDMENT

- 4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

- 5.1 This Amendment is the result of the PSCW's Order and solely addresses rates. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase has been understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

- 6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA*, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
- 6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Wisconsin or CLEC from taking any position with respect to the Order or any other PSCW order or any issue or subject addressed or

implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other PSCW order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

- 6.3 Notwithstanding this Amendment and without limiting Sections 6.1 or 6.2, SBC Wisconsin (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other PSCW order (including the Wisconsin-specific requirements regarding wholesale subject matters addressed therein). SBC Wisconsin (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.

7. MISCELLANEOUS

- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

CenturyTel Solutions, LLC

Wisconsin Bell, Inc. d/b/a SBC Wisconsin, by SBC Telecommunications, Inc., its authorized agent

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: *For/* Senior Vice President – Industry Markets
& Diversified Businesses

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____